

# Orbital Servers Imperial Roleplay

## Merger Agreement



This contract shall outline the terms of the agreement, the power & authority of parties involved, roles and positions of those parties involved, structure of staffing, financial contributions and operations, development coordination and roadmap for merging.

For transparency with both merging communities, this contract signed and void of personal information shall be made accessible for the public.

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## INVOLVED PARTIES

**Kassius**

- (Orbital Servers Star Wars RP Root -> Orbital Servers Star Wars RP Root)
- Discord: Wolfgang#0186
- SteamID64: 76561198014377078
- Contact Email:

**Bronson**

- (Orbital Servers Star Wars RP Root -> Orbital Servers Star Wars RP Root)
- Discord: Brono#8496
- SteamID64: 76561198216319929
- Contact Email:

**Gusky**

- ('Imperial Gaming' Owner -> Orbital Servers Star Wars RP Root)
  - Discord: Guskywalker#6895
  - SteamID64: 76561198162104779
  - Contact Email:
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## GENERAL

(Upon successful merger)

### BRAND:

1. Anything owned and operated under the brand name 'Orbital Servers Imperial Roleplay' that has been agreed upon by the Roots shall be owned in its entirety by 'Orbital Servers Imperial Roleplay':
  - a. Any temporary server for community or event purposes. (i.e. Minecraft server)
  - b. Orbital Server Imperial Roleplay Branding shall and will be owned equally between the Roots.

### GAME SERVER:

1. All Roots will have access to 'Super Admin' or the highest executive powers in game.
2. All Roots will have access to the Server Console with full permissions.
3. All Roots will have access to Files & Addons after fulfilling contractual obligations.
  - a. All files will be shared openly from both parties for the development of all servers and as stated in Holdings, will become property of 'Orbital Servers Imperial Roleplay' after a successful merger.
4. The Game Server post merger will be utilising files, addons and content previously developed by the 'Orbital Servers Imperial Roleplay' team.
  - a. We will cease to develop IGV3 utilising the Helix game mode.
  - b. All efforts on future development will be focused on 'Orbital Servers Imperial Roleplay' effective upon signing of this merger.
5. 'Imperial Gaming' server & community may continue to operate a server until 48 hours before launch of 'Orbital Servers Imperial Roleplay'.

### DISCORD:

1. Upon launch of the Server, the 'Imperial Gaming' discord and all its successor/affiliate discords will be made redundant.
  - a. After the server launch has ended.
  - b. Bronson will be given control to operate on behalf of 'Orbital Servers Imperial Roleplay'.
2. Bronson will be given control of the Discord to manage on behalf of 'Orbital Servers Imperial Roleplay' to oversee the transfer of members.
  - a. The current 'Imperial Gaming' discords will have 1 month from launch by which to successfully migrate their members to the 'Orbital Servers Imperial Roleplay' discord. As the 'Imperial Gaming' discord will cease to be used.
  - b. Change must be agreed upon by all three Roots.
  - c. Before all contracted parties get access to anything, control (ownership) of the IG Discord server must be transferred to Bronson.
6. Discords may only remain active after launch at the agreement of all three Roots.
7. All Roots will be given a role with full access to the Discord (No hidden channels etc). They are not required to be shown with a special role or anything.

8. Bronson will remain as the owner of the 'Orbital Servers Imperial Roleplay' Discord Servers.
  - a. If in the future he wishes to leave the 'Orbital Servers Imperial Roleplay' Discord he must transfer ownership to one of the remaining Roots of 'Orbital Servers Imperial Roleplay'.
9. After server launch the Discord will be used for community announcements and organisation primarily with main communications going to Teamspeak.

#### **TEAMSpeak:**

1. Upon launch of the Server, the 'Imperial Gaming' Teamspeak will be rebranded to 'Orbital Servers Imperial Roleplay'.
2. All 'Orbital Servers Imperial Roleplay' Roots will be given a role/permissions with full access to the Teamspeak.
3. Any private channels in the 'Orbital Servers Imperial Roleplay' will be transferred over to the Teamspeak without any additional charge.
  - a. Private donated channels will be migrated to TeamSpeak.

#### **FORUMS:**

1. The 'Imperial Gaming' forums will be rebranded and repurposed into 'Orbital Servers Imperial Roleplay'.
  - a. Once a server launch date has been announced.
  - b. 'Imperial Gaming' forums will have one week prior to the server launch to rebrand.
  - c. A section shall be created in the Rebranded forums for the purposes of Command applications.
2. All Roots shall be given equal 'Root' access, permissions and authorities on this platform.
3. All logos, naming conventions and staff team shall reflect these changes.

#### **STEAM:**

1. The Steam Group currently known as 'Imperial Gaming' shall remain under the control of Gusky..
  2. Control shall be given to Bronson as Root on server launch.
  3. The Steam Group can't be altered until the end of the grace period (refer to [Grace Period](#)).
  4. All Roots (other than Bronson) shall retain the rank of 'Officer'.
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## ORBITAL COMMUNITY/SERVER

(Upon successful merger)

1. Cassius, Bronson & Gusky will be placed as Roots of the 'Orbital Servers Imperial Roleplay' server & community as an equal branch of 'Orbital Servers DarkRP'..
2. The current 'Imperial Gaming' server will remain open until the new 'Orbital Servers Imperial Roleplay' server is ready, and will be closed upon launch.
3. All files made, edited/modified or used for 'Orbital Servers Imperial Roleplay' server will remain apart of the 'Orbital Servers Imperial Roleplay' community & will not be used outside of that unless approved by a Veto Vote involving all parties listed in this document that are still a part of the 'Orbital Servers Imperial Roleplay' Management Team (If a Management member has left their management position they lose their right to vote).
4. Cassius, Bronson & Gusky will have full access to all Servers, Documents, Files & other content used/made for the 'Orbital Servers Imperial Roleplay' Server. This also applies to a Star Wars RP Steam account used for managing the Workshop collection (Allows anyone to add/remove when others are not online).
5. If Cassius, Bronson or Gusky wish to leave the 'Orbital Servers Imperial Roleplay' community, they must comply with this contract.
  - a. Should a Root leave, they are required to provide the remaining Roots control over funds, files, or access they may have control over.
6. Cassius, Bronson & Gusky have control over the 'Orbital Servers Imperial Roleplay' Server. Community Management may of course give advice, but do not control the final result of decisions made.
  - a. Any conflicts amongst the three will be concluded using a Veto Vote.
  - b. Should a Root be absent, they may appoint an advisor or member of management to represent their Veto Vote.

### BRANDING

1. Upon signing of this contract, the community formerly known as 'Orbital Servers SWRP' shall be rebranded into 'Orbital Servers Imperial Roleplay'.
2. 'Orbital Servers Imperial Roleplay' & its merger community retains the right to use the "Imperial Gaming" brand in the past tense. Or when referencing the community prior to launch.
3. In the scenario of a separation between 'Orbital Servers DarkRP' & 'Orbital Servers Imperial Roleplay' shall either be renamed to 'Imperial Gaming' or be decided by unanimous vote of the Root's of 'Orbital Servers Imperial Roleplay'.
  - a. The brand of 'Imperial Gaming' will be relinquished to its prior owners upon a successful termination of this contract and may not be used should a separation within Orbital Servers occur after a termination.
4. In the scenario where a community separation is to occur, the original owners (at the time of signing this contract) of 'Orbital Servers Imperial Roleplay' and 'Imperial Gaming' reobtain exclusive rights to their respective branding.

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# ROOT TERMS

(Upon successful merger)

## GENERAL

1. All 'Orbital Servers Imperial Roleplay' Roots have equal authority regarding the overall server & community.
2. Whilst in the past Roots have been given specialist appointments: Kassius - Staff Manager, Bronson - Community Manager & [Root] - Development Manager. However it is deemed that this merger will require an expansion of the staffing structure and delegation of powers and authority to members of Management.
  - a. Kassius will oversee the Staff Team (Enforcement & Event) until the conclusion of server launch ([L2](#)) Lock-In-Period. The position of Staff Manager shall remain vacant until a replacement has been approved by the 'Orbital Servers Imperial Roleplay' Roots.
    - i. This requires a unanimous decision by the Roots.
3. Should a member of Management leave or be removed, it is upon the Roots to renegotiate a new appointment. Two out of three Roots are required to appoint a new member of Management.
4. Before launch, the 'Orbital Servers Imperial Roleplay' Roots will agree on appointments for Management positions. Which will be audited every three months. And if deemed necessary may be removed by a Veto Vote.
  - a. Management members will be given a 1 Month Lock-in-period where it will require a unanimous decision of the Roots for removal.
    - i. This Lock-In-Period begins from the signing of this contract.
    - ii. Any new entries to the 'Orbital Servers Imperial Roleplay' staff team must begin at the lower Rank, unless appointed at the approval of 2 out of three Roots.
  - b. Lower ranking staff members can be disciplined or demoted by management.
    - i. Lower ranking staff members can be removed with the approval of the Root team.
5. Should a 'Orbital Servers Imperial Roleplay' Root become incapacitated or unable to fulfil their obligations (i.e going on holiday, taking a break or medical/family emergency) the other 'Orbital Servers Imperial Roleplay' Roots shall temporarily assume their role until they return or a Veto Vote has been made.
  - a. If a Root has gone AWOL for over 2 months and contact with the other Roots has not been attempted then a Veto vote may be conducted for their removal.
  - b. Any Root wishing to take a LOA must inform the other two Roots.
  - c. In this time the Root on LOA shall approve a Community Advisor for the temporary Veto Vote.
6. All 'Orbital Servers Imperial Roleplay' Roots will have access to server files.
  - a. Gusky will receive access to this upon a successful initial contribution. ([Refer to Donations & Funding Section 2.](#))
7. All 'Orbital Servers Imperial Roleplay' Roots will have access to the PayPal used for donations.
  - a. Gusky will receive access to this upon a successful initial contribution. ([Refer to Donations & Funding Section 2.](#))

## **LOCK-IN-PERIOD**

### **CONTRACT - L1**

1. A Lock-in-period shall commence upon signing this contract.
  - a. The contract Lock-in-period shall last for 3 months or until server launch.
2. During the 'Lock-in-period' a termination of contract cannot be made.
  - a. Attempt to terminate shall be a breach of contract.
3. During the Lock-in-period all content, funds & coding shall remain property of 'Orbital Servers Imperial Roleplay'.
4. The server must launch within the contract Lock-in-period.
5. Any staff (lesser than Management) promotion or demotion must be given at the approval of the Staff Manager for the entire Lock-In-Period.
6. Any staff (lesser than Management) transfer must be given at the approval of the Staff Manager for the entire Lock-In-Period.

### **SERVER LAUNCH - L2**

1. A server launch Lock-in-period shall commence upon server launch.
  - a. The server launch Lock-in-period shall last for 1 month.
2. During the Lock-in-period a termination of contract cannot be made.
  - a. Attempt to terminate shall be a breach of contract.
3. All holdings by 'Orbital Servers Imperial Roleplay' from 'Imperial Gaming' cannot be tampered with within the the 'server launch' Lock-in-period, such as:
  - a. 'Imperial Gaming' discord server.
  - b. 'Imperial Gaming' steam group.
4. After this Lock-in-period has elapsed, an intent to terminate or renegotiate may be possible.

## **GRACE PERIOD**

1. The Grace Period shall commence at the conclusion of the Server Launch ([L2](#)) 'Lock-In-Period'
  - a. The Grace Period shall go for 3 months.
2. The Grace Period will allow either party to retain and utilise prior content prelaunch for the purposes of a possible termination.
  - a. Anything developed for 'Orbital Servers Imperial Roleplay' will remain property of 'Orbital Servers Imperial Roleplay'.
  - b. Upon termination of contract, this content developed for 'Orbital Servers Imperial Roleplay' must not be used by any party without direct permission from the current Roots post termination.
  - c. After the Grace Period has concluded, Imperial Gaming will be required to delete all its content and servers unless approved by all 'Orbital Servers Imperial Roleplay' Roots.

## **HOSTING**

1. All Root's and the 'Community Developer' will have full access to the server's host.
  - a. Any member with access to the server's host must sign a contract stating their permissions, access & terms of service.
2. All Root's have the right to full backups of the server.
3. In the scenario of a community split, any merged communities forfeits the right to use code developed by the unmerging community prior to the respective merger.
  - a. Unless in breach of contract.
  - b. Unless the code is necessary for the continued operations of 'Orbital Servers Imperial Roleplay' ([Refer to Termination Clause, Section 5.c.](#)).
  - c. This excludes any code in the 'Orbital Servers Imperial Roleplay' server upon launch and can be used in perpetuity.
4. Before launching 'Orbital Servers Imperial Roleplay' all three Roots shall negotiate an alternative hosting platform for the new server and community. (No longer on the main 'Orbital Servers DarkRP' server).
5. 'Imperial Gaming' as an entity will remain, albeit in a locked state, for the contract ([L1](#)) Lock-in-period.
  - a. Any attempt to relaunch 'Imperial Gaming' servers, discords or community without successful termination of this contract will be a contract breach.
6. Any server files or content within 'Orbital Servers Imperial Roleplay' prior to merger cannot be used outside of 'Orbital Servers Imperial Roleplay' unless agreed upon by the existing Roots.
7. Any domain name utilised/created for anything within 'Orbital Servers Imperial Roleplay' remains owned by 'Orbital Servers Imperial Roleplay'.
  - a. Must always be controlled and operated by an active Root of 'Orbital Servers Imperial Roleplay'.

## **VETO VOTE/POWERS**

1. A Veto vote allows for disputes and disagreements within the management to be resolved. It provides our community with the stability & integrity of management.
  - a. All 'Orbital Servers Imperial Roleplay' Roots have the authority to raise a Veto for any issue regarding the overall management of the server or community.
  - b. Any Veto called will be debated between all 3 roots for no more than 48 hours. This is to ensure swift decision making and not stall server progress.
  - c. For a Veto vote to be successful, two of the three 'Orbital Servers Imperial Roleplay' Roots must agree on the Veto.
2. This contract can be amended with a successful vote of 'Orbital Servers Imperial Roleplay' Roots.
  - a. A vote of all three 'Orbital Servers Imperial Roleplay' Roots is required to make any amendments to the contract. (Kassius, Bronson & Gusky as of signing)
  - b. Any amendments must be made available to all 'Orbital Servers Imperial Roleplay' Roots for complete transparency. (Kassius, Bronson & Gusky as of signing)
3. All Veto decisions are to be respected by all three 'Orbital Servers Imperial Roleplay' (Kassius, Bronson & Gusky as of signing) Roots of the server to maintain server integrity and stability, especially if your Veto was unsuccessful.
  - a. Or a Veto did not go the way you personally wanted.

## MANAGEMENT APPOINTMENTS

1. APPOINT: 'Community Manager' - Limited to 1
  - b. This includes but is not limited to:
    - i. Control over the community's Discord servers & any communication platforms owned and operated by 'Orbital Servers Imperial Roleplay'.
    - ii. Community disputes & feedback.
    - iii. Community Announcements.
    - iv. Community Giveaways.
    - v. Server Advertisement.
    - vi. All community public relations.
    - vii. Archiving community documents. Applications & databases for the server.
    - viii. As stipulated in 'Financing', Bronson will manage the community finances.
8. APPOINT: 'Staff Manager' - Limited to 1
  - a. This includes but is not limited to:
    - i. Hiring/Firing/Disciplining Staff not in management. (Including Developers not in Management)
    - ii. Creating documents & applications for roleplay and staff.
    - iii. Maintaining and updating rules & regulations for the community.
    - iv. Archiving staff documents. Applications & databases for the server.
9. APPOINT: 'Development Manager' - Limited to 1
  - a. This includes but is not limited to:
    - i. Server development and updates.
    - ii. Implementation of files and addons.
    - iii. Server internal structure and classes.
    - iv. Artistic control and promotion of Social & Digital Media.
    - v. Server Advertisement. (With coordination of Community Management)
    - vi. Any payment or negotiation thereof is authorised by the Root team.
10. APPOINT: 'Development Lead' [Optional] - Limited to 1
  - a. This includes but is not limited to:
    - i. Authorised to oversee Server development and updates on behalf of the Development Manager.
    - ii. Authorised to oversee Server internal structure and classes on behalf of the Development Manager..
    - iii. Authorised to oversee Artistic control and promotion of Social & Digital Media on behalf of the Development Manager..
    - iv. Authorised to oversee Server Advertisement. (With coordination of Community Management) on behalf of the Development Manager.

**11. APPOINT: 'Head Admin' - Limited to 1**

- a. This includes but is not limited to:
  - i. Managing the Enforcement team.
  - ii. Hiring/Firing/Disciplining Enforcement Staff
  - iii. Enforcing rules and standards within the community (Server, Forums, TeamSpeak & Discord).
  - iv. Maintaining a Manual & Standards document for Enforcement Staff.
  - v. Maintaining an Active Roster of Enforcement Staff.

**12. APPOINT: 'Head Event Master' - Limited to 1**

- a. This includes but is not limited to:
  - i. Managing the Event Team.
  - ii. Hiring/Firing/Disciplining Event Staff
  - iii. Maintaining a Manual & Standards document for Event Staff.
  - iv. Maintaining an Active Roster of Event Staff.

**13. APPOINT: 'Community Advisor' [optional] - Limited to 3 (One per Root)**

- a. This includes but is not limited to:
  - i. Provides the Management team with advice and guidance on matters of importance.
  - ii. Has no executive authority over other members of staff.
  - iii. Has a vote within the Management Team.
  - iv. May be temporarily given a Root Veto vote should three Roots not be available.

**14. APPOINT: 'Community Administrator' [optional] - Limited to 1**

- a. This includes but is not limited to:
  - i. Authorised to manage the Discord on behalf of the Community Manager.
  - ii. Authorised to manage the Teamspeak on behalf of the Community Manager.
  - iii. Authorised to manage the Community Forums on behalf of the Community Manager.
  - iv. Authorised to arrange giveaways on behalf of the Community Manager
  - v. Authorised to develop Server Advertisements on behalf of the Community Manager.
  - vi. Authorised to manage All community public relations on behalf of the Community Manager.
  - vii. Authorised to archive community documents, Applications & databases for the server on behalf of the Community Manager.

## STAFF STRUCTURE AS PART OF MERGER AGREEMENT

### Staff Heirarchy



### POWERS OF MANAGEMENT

1. The Management team are given executive authority within their designated areas.
  - a. These roles in Management may be altered at any time by a vote of two out of three Roots.
  - b. A Management role may be added or removed at any time by a vote of two out of three Roots.
2. To make changes to structure or roleplay, the Management team are required to get the approval of two out of three roots. (As seen above or within Roleplay hierarchy ingame).
3. Members of Management can only be added or removed by the approval of two out of three Roots.
  - a. A temporary suspension may be given by any Root member if deemed necessary including temporary removal of Management powers/access and authority until a Root meeting is held to determine disciplinary outcomes.
    - i. The Root team has 48 hours to discuss issues with the Management member and formulate a vote regarding the Management member. After this time lapses, the Management member will be restored to active status and given back authority. Or disciplinary procedures shall be carried out.
4. Members of Management are to be formally audited at a minimum of every 3 months conducted by the Root team.
  - a. These audits include but are not limited to:
    - i. Activity on the Server, Community & Staff Team.
    - ii. Performance within the set role.
    - iii. Attitude within the role and community.
    - iv. Reassessment of role requirements.
    - v. May result in promotion, disciplinary action or removal.

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## DONATIONS & FUNDING

1. Funding for the Development of 'Orbital Servers Imperial Roleplay' will come from community & personal Root donations.
2. 'Imperial Gaming' will be required to donate \$1,500 of initial funding upon agreement of this contract in good faith as the Orbital Servers Root team has already donated substantial funds to paid professional development. 'Orbital Servers Imperial Roleplay' will begin this agreement with a \$750 contribution to funding 'Orbital Servers Imperial Roleplay'.
  - a. Once payment has been received Gusky will be given access to all files and coding previously developed.
  - b. A week after payment has been received Gusky will be given Ownership to create and operate a Business PayPal under 'Orbital Servers Imperial Roleplay'.
    - i. All Roots must be given access and full & equal authorisation on this PayPal.
    - ii. Must be a Business PayPal.
3. All donations are to be used for the purpose of development or the maintenance of server or community utilities. (Forums, Websites, Teamspeak, Discord, Server & approved Community Giveaways)
  - a. Operational Costs (i.e. server hosting)
    - i. Operational Costs must be approved by all Roots.
  - b. Development
    - i. Development costs above \$50 must be approved by all Root's.
      1. This does not include purchases that are directly compensated by the purchasing Root.
    - ii. Development costs below \$50 may be approved by a single Root.
      1. This is capped at \$100 a month.
  - c. Charity (registered charity)
  - d. Community Events
4. All Roots will be required to donate a minimum of \$100AUD per month (Gusks from his personal PayPal from 'Imperial Gaming' donations) until the date of launch. (This is a minimum donation).
  - a. These ongoing funds will aid in development progress.
  - b. This donation is to be made by the 1st of each month.
  - c. Any additional funds given by a Root for a specific purpose for the server or community must first be donated into the 'Orbital Servers Imperial Roleplay' business PayPal and then transferred out.
5. Once the server has been launched community donations and voluntary Root contributions will be used to maintain the server and future development.
6. A quarterly (every 3 months) instalment of \$1,000 will be provided by the 'Imperial Gaming' PayPal authorised by Gusky upon contract signing until the 12 month mark.
  - a. The first payment will be given 3 months from signing of the contract.
7. Any donations given prior to Phase IV and completion of the merger towards the server and its development shall remain property of 'Orbital Servers Imperial Roleplay'.
8. Any donations going into the PayPal or funds from the PayPal used for the server or community must be transparent and open for all Roots.
9. At no point in time will donations ever be used as personal funds or for any reasons other than those stated above.

10. All funds donated to the 'Orbital Servers Imperial Roleplay' PayPal will not be given to the greater Orbital Servers community.
  11. There are to be no other alternate PayPal accounts other than the Official 'Orbital Servers Imperial Roleplay' business PayPal.
  12. In the case of a community separation, or the community is no longer able to operate, the money will be split equally amongst the current roots at the time.
    - a. After the contract ([\[1\]](#)) Lock-in-period has concluded this shall include all funds merged into 'Orbital Servers Imperial Roleplay' from all parties.
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## MERGER TIMELINE

### PHASE I

#### PRELIMINARY STAGES

1. Begin talks regarding how a merger would be formed and get an understanding of each party's desired outcomes. Establish the feasibility of a merger.
2. Appoint a Management team from members of the existing staff teams of 'Imperial Gaming' & 'Orbital Servers Imperial Roleplay' & potential community members. (Re-assessed after a month)
3. Negotiate Merger Agreement and Sign.

## PHASE II

(Contract ([1.1](#)) Lock-In-Period)

### **INITIAL INVESTMENT & TRANSFER AND ORGANISATION OF HOLDINGS**

#### **INITIAL INVESTMENT**

1. Gusky will authorise \$1,500AUD from the 'Imperial Gaming' PayPal to be sent to the 'Orbital Servers Imperial Roleplay' PayPal (the current business PayPal).
  - a. (The game mode professionally developed by Orbital Servers SWRP has had significant financial investment. For the security of this asset, the transfer of control of the 'Imperial Gaming' Discord Server is deemed necessary as a safety net).

#### **ANNOUNCEMENT**

2. Both 'Imperial Gaming' & 'Orbital Servers Imperial Roleplay' will publicly announce the merger including a set date of commencement.
  - a. Announcement of merger will be done on 01/01/2023 on all platforms.

#### **TRANSFER AND ORGANISATION OF HOLDINGS**

3. All server & community files will be shared equally between current Roots (Kassius, Bronson & Gusky).  
(Full access of the dedicated server and its files should be provided to all parties of this contract)

##### **Listed in Order**

- a. Bronson shall be given control of:
    - i. 'Imperial Gaming' Discord directly after signing the contract.
      1. This is specifically holding purposes without authority within the 'Imperial Gaming' community until successfully merged. (Bronson will create an alt account called 'Imperial Gaming' until the merger is successful).
      2. ([Refer to Discord](#))
    - ii. 'Imperial Gaming' Steam Group after the server launch ([1.2](#)) Lock-in-period has ended.
    - iii. The 'Orbital Servers Imperial Roleplay' PayPal.
  - b. Gusky shall be given control of:
    - i. Retain control of Forums.
      1. Rebranded as 'Orbital Servers Imperial Roleplay' as stated prior ([Refer to Forums](#)).
      - ii. Retain control of the TeamSpeak known as 'Imperial Gaming'. (To be rebranded, 'Orbital Servers Imperial Roleplay').
      - iii. Retain control of community hosting.
      - iv. Access to server files (Transfer over to 'Imperial Gaming' dedicated server and full access to the 'Orbital Servers Imperial Roleplay' dedicated server).
      - v. Gusky shall be given control over 'Orbital Servers Imperial Roleplay' DNS
  - c. Kassius shall be given control of:
    - i. Staff Manuals & Documents within the contract ([1.1](#)) Lock-in-period.
    - ii. Roleplay Manuals & Documents within the contract ([1.1](#)) Lock-in-period.
    - iii. Affiliate Discord servers from 'Imperial Gaming' & 'Orbital Servers Imperial Roleplay'.
      1. Ownership of the affiliate discords will be given at launch.
      2. Kassius will be invited to all IG affiliate discords upon contract signing.
        - a. That Gusky has the ability to invite.
4. Promote Commander Applications.

### **PHASE III**

#### **SERVER & STAFF**

1. With the new Management team, set quotas for the Enforcement & Event staff teams. Talk with Management to fill these quotas.

#### **SERVER**

2. With the new Management team create an agreed structure or rules, standards & tutorials for all areas of staff.
3. All three Roots must agree or amend the server structure created by 'Orbital Servers Imperial Roleplay'.
4. Must appoint remaining Imperial High Command positions to begin works on roleplay manuals, standards, rosters & begin assessing Command Applications.

### **PHASE IV**

#### **MERGE INCLUDING ON ALL SIDES**

#### **STAFF MERGING**

1. A Staff meeting will be held every week until launch in preparation. Events will be tested, the server will be tested vigorously & the standards/manuals will be finalised.
2. All approved forums, discords, servers, teamspeaks, etc. used for 'Orbital Servers Imperial Roleplay' will be owned by 'Orbital Servers Imperial Roleplay' Roots and given official branding.

#### **SERVER LAUNCH**

1. The server will launch and all members of both communities will partake.
2. Funds from the 'Imperial Gaming' PayPal will be amalgamated into the Orbital Servers PayPal.

### **PHASE V**

(Server launch (  ) Lock-in-period)

#### **COMMUNITY TRANSFER AND REDUNDANCY**

1. All members of 'Imperial Gaming' discord, forums, etc. Will be required to join the 'Orbital Servers Imperial Roleplay' discord & Teamspeak.
2. Any unauthorised platforms will be given 1 month to transfer their user base to the 'Orbital Servers Imperial Roleplay' platform and deleted.
  - a. Any member of the community who refuses to shut down unauthorised platforms intent on being used for the server (regimental discords, etc) will not be permitted to participate on the server until this requirement is met.

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## HOLDINGS

1. The following Holdings agreement must comply with the contract Grace Period (Refer to [Grace Period](#)).
  2. All Holdings, manuals, files, artwork, and naming conventions will be transferred to 'Orbital Servers Imperial Roleplay' ownership.
    - a. The 'Imperial Gaming' logo, name & likeness will become the property of 'Orbital Servers Imperial Roleplay'.
    - b. The 'Imperial Gaming' discord, forums, teamspeak & other approved platforms will become the property of 'Orbital Servers Imperial Roleplay'.
  3. All funds previously in the 'Imperial Gaming' PayPal will be amalgamated into the 'Orbital Servers Imperial Roleplay' PayPal and become the property of 'Orbital Servers Imperial Roleplay'. ([Refer to donations & funding](#))
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## TERMINATION CLAUSE

1. To begin the termination clause either party must declare intent to terminate the contract.
2. The contract can only commence termination after the contract ([1](#)) Lock-in-period.
  - a. The server launch ([2](#)) Lock-in-period will commence upon successful launch of 'Orbital Servers Imperial Roleplay' server.
3. Upon intent to terminate being declared one week shall be given for all parties to negotiate or dispute grievances.
  - a. Should termination be avoided due to a renegotiation a new contract will have to be signed.
4. 1 week after the intent to terminate the contract has been declared and communication has commenced, termination can be completed.
5. After a successful termination of contract all parties shall comply with the following terms:
  - a. Any funds in the 'Orbital Servers Imperial Roleplay' PayPal shall be divided equally among the roots.
  - b. Any content owned prior to the contract merger shall resume ownership under their respective parties. This includes the name, logo, contents & code used under the name 'Imperial Gaming'.
  - c. Any content owned prior to the contract merger shall resume ownership under their respective parties. This includes the name, logo, contents & code used under the name 'Orbital Servers SWRP'.
  - d. Any contents given by either parties for the creation of 'Orbital Servers Imperial Roleplay' shall be hereby be joint property to 'Orbital Servers Imperial Roleplay' & 'Imperial Gaming' in perpetuity and shall not be revoked by termination of contract. ([Refer to Howsum](#)).
    - i. This includes content owned by either party prior to signing the contract.

Example: 'Imperial Gaming'/Orbital Servers SWRP documents may be referenced for the creation of new documents for 'Orbital Servers Imperial Roleplay', however the original community shall retain ownership of their respective document.
    - ii. Any content, coding, images, documents & branding used in the creation of or created for 'Orbital Servers Imperial Roleplay' post contract signing shall be forfeited to 'Orbital Servers Imperial Roleplay'.
6. Any breach of contract shall lead to the forfeit of any shared content, coding, documents & communication platforms previously owned and made available by the offending party.
  - a. This can only be done after a successful completion of termination on the basis of contract breach.
7. Should any party refuse to communicate after an intent to terminate has been given within 1 week, this will result in a breach of contract.
  - a. Communication can occur via voice chat with all parties involved in this contract or through text chat with all parties involved in this contract. Not complying with this will result in a breach of contract.
  - b. Should a Root be LOA the intent to terminate shall proceed at the conclusion of their predetermined LOA.
    - i. If a Root goes on LOA, they must provide a start and end date. This will be used in the case of an intent to terminate.
    - ii. If this is not done, then the termination will continue as usual.

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## APPROVAL DECLARATION

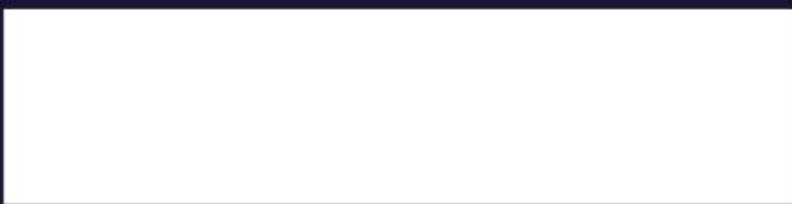
By signing below you are stating that you have read the above agreement and approve of all its measures. You are acknowledging that all signing parties are 18 years and over and eligible to agree to the above terms as authorised by Australian Law. Please ensure to read carefully and ensure any and all grievances are given so amendments can be made prior to signing.

This agreement will formalise the procedure by which the community formerly known as 'Imperial Gaming' will be merged into the current community known as 'Orbital Servers Imperial Roleplay'.

Any signature used on this contract must reflect Gmail accounts in the 'Involved Parties' (Listed below).

Full legal names will be used on this document to make it binding.

This contract contains private & sensitive information and will only be shared with authorised parties.



**Insert > Drawing > New > Scribble > Box > Highlight White > Write Signature and Save**

*If any of the terms need to be altered in the future it will all be put under a Veto Vote with all parties involved, this also applies to adding more members to the terms.*